STATE OF MICHIGAN

IN THE SUPREME COURT

Appeal from the Court of Appeals
(Joel P. Hoekstra, Hilda R. Gage, and Kurtis T. Wilder, JJ.)

RANDALL L. ROSS,

Plaintiff-Appellee,

Docket No. 130917

v

AUTO CLUB GROUP,

Defendant-Appellant.

APPELLANT'S REPLY BRIEF ON APPEAL

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STATEMENT OF THE QUESTIONS PRESENTED

I. DID BOTH THE TRIAL COURT AND THE COURT OF APPEALS ERR IN REFUSING TO APPLY THE ESTABLISHED ADAMS v AUTO CLUB INS ASS'N, 154 MICH APP 186 (1986), BENEFIT CALCULATION METHODOLOGY (NET INCOME/LOSS) FOR COMPUTING THE SELF-EMPLOYED PLAINTIFF'S NO-FAULT WORK LOSS BENEFIT ENTITLEMENT?

Defendant-Appellant answers, "Yes."

Plaintiff-Appellee answers, "No."

II. DID BOTH THE TRIAL COURT AND THE COURT OF APPEALS CLEARLY ERR IN ALSO AWARDING PLAINTIFF MCL 500.3148(1) NO-FAULT-PENALTY ATTORNEY FEES?

Defendant-Appellant answers, "Yes."

Plaintiff-Appellee answers, "No."

STATEMENT OF FACTS

Defendant-Appellant Auto Club filed its Brief on Appeal with this Court on August 22, 2007. Plaintiff-Appellee Ross served his responsive Brief on Appeal on October 30, 2007. Two amicus briefs in support of Plaintiff, one from the Coalition Protecting Auto No-Fault and the other from the Michigan Health & Hospital Association, were served on October 30 and 31, 2007, respectively.

Pursuant to MCR 7.306(C), Appellant Auto Club submits this Reply Brief.

ARGUMENTS

I. CONTRARY TO THE PRINCIPAL ARGUMENTS RAISED IN PLAINTIFF-APPELLEE'S BRIEF ON APPEAL, THE ISSUES BEFORE THIS COURT ARE FULLY PRESERVED FOR APPEAL AND WERE NOT WAIVED OR STIPULATED AWAY BY APPELLANT.

In response to the Auto Club's appeal brief, Plaintiff argues that the 2 issues before this Court in this appeal are unpreserved, waived, and even stipulated away by the Auto Club. That bold contention is utterly false. The Court of Appeals addressed and decided both issues in a published, precedential opinion. That opinion did not even indicate or suggest, much less hold, that there was issue waiver or a lack of issue preservation in this matter. If Plaintiff's contentions were true, the Court of Appeals could/would have saved its breath. Plaintiff argues that the Court of Appeals opinion is correct and should be affirmed; yet, the Court of Appeals opinion offers no support for Plaintiff's waiver argument and, in fact, in and of itself preserves the issues for this

Court's review.

Plaintiff's response Brief appears to be in fundamental agreement with the statement of facts recited in Defendant Auto Club's Brief. Indeed, the only disagreement is with regard to a largely insignificant or immaterial point – namely, the circumstances surrounding the entry of the March 7, 2005, final judgment and, specifically, whether Defendant Auto Club posed any objections prior to the entry of that judgment. With regard to that one point, Plaintiff's Brief (at p. 1) engages in a verbal onslaught, suggesting that the Auto Club misrepresented that the Auto Club had any objections to Plaintiff's proposed judgment and that there were any discussions prior to entry of the judgment. Ultimately, Plaintiff asserts that the judgment was a stipulated or consent judgment.

Plaintiff's counsel needs to take a deep breath and re-check the file and the record in this case. Of course the Auto Club had objections – multiple objections – to the judgment that Plaintiff's counsel prepared in this matter. The 3-page final order of judgment that was actually entered in this case (see attached Appendix B; see also 53a-55a) itself reflects, at p. 2, only a couple of hand-written corrections. But that judgment, as entered, is a re-draft and a far cry from the original draft that Plaintiff had submitted to defense counsel in advance of the scheduled March 7, 2005, hearing on Plaintiff's motion for entry of judgment (see attached Appendix A). The transformation of the judgment, from Plaintiff's first proposed draft to final draft, is also demonstrated by a comparison of

Plaintiff's motion to allow entry of judgment (2b-5b) with the final judgment as entered. The undersigned counts at least 7 changes that Plaintiff's counsel acquiesced in and re-drafted: several dollar amounts changed, as Plaintiff's proposed judgment total amount of $20,880.59 was significantly reduced to a final judgment total of $17,664.51; a proposed declaratory judgment paragraph on future benefits was deleted; and "final order" language was added. In any event, thanks to the cooperation and changes made, the final judgment was approved by the parties for entry by the court, and Plaintiff's motion was dismissed (Appendix C, p. 2). It should be emphasized that the judgment was "approved as to form" only; it was not a stipulated or consent judgment as alleged by Plaintiff (Appendix B, p. 3).

The whole point of Plaintiff's erroneous suggestion of misrepresentation, supra, is an attempt to show that Defendant Auto Club had no objections, that Defendant therefore acquiesced in the final judgment against Defendant, and that therefore the arguments raised in Defendant's subsequent motion for reconsideration (in the trial court) and appeal (to the Court of Appeals and now to this Court) are too late and waived. This is a theme first raised by the trial court in its March 24, 2005, order denying Defendant's motion for reconsideration (56a-58a). Both Plaintiff and the trial court overlooked the fact that if Plaintiff's proposed judgment had been perfectly accurate and in accord with the trial court's rulings in its opinion of December 15, 2004 (47a-52a), the Auto Club didn't have to object to anything about the entry of that judgment in order to preserve its appellate

issues. The Court Rules expect parties to come together and approve orders for entry, and frivolous objections to entry are sanctionable. MCR 2.119(D), (E); MCR 2.602(B)(2). The approval, as here, of the entry of an order or judgment does not transform a disputed matter into an unappealable settlement or consent judgment. Ahrenberg Mechanical Contracting, Inc v Howlett, 451 Mich 74 (1996).

The repeatedly-stated theme of Plaintiff's Brief, that Defendant Auto Club acquiesced in the judgment and waived its appellate arguments by moving for reconsideration too late, is absurd. The Auto Club waived neither of its appellate issues and didn't even have to file a motion for reconsideration at all – it did so as a courtesy to the trial court, to obtain correction of obvious errors, and to avoid the time and costs of this appeal. If Plaintiff's allegations in this regard were true, the Court of Appeals would surely have noted that and saved itself the trouble of addressing, in a published opinion, the 2 issues in this case.

Let's review the procedural history of this case. Plaintiff moved for MCR 2.116(C)(10) summary disposition on his no-fault PIP work loss benefits claim, arguing that his benefit entitlement was clear and that he was also entitled to no-fault penalty attorney fees because the Auto Club's refusal to pay was allegedly unreasonable. Defendant Auto Club, relying on undisputed facts, applicable law, and evidentiary (accounting) exhibits, opposed Plaintiff's motion and demonstrated that its denial of Plaintiff's claim was factually and legally appropriate, not erroneous or unreasonable.

But the trial court agreed totally with Plaintiff's motion; granted the motion by opinion and order dated December 15, 2004; and directed that a judgment be prepared in conformity with that opinion. It is not Defendant Auto Club's fault that Plaintiff waited nearly 4 months to draft and accomplish entry, on March 7, 2005, of the order of judgment that the trial court had asked for. Defendant waived nothing in dispute by approving, as to form only, the judgment that conformed with the trial court's previous rulings or opinion. Within 14 days of entry of judgment, Defendant filed a combined motion for reconsideration and amendment of the judgment. Defendant's motion was absolutely timely. MCR 2.119(F); MCR 2.611(A)(1)(g). No wonder the Court of Appeals had no difficulty docketing the Auto Club's appeal and deciding both appellate issues, on the merits, as preserved issues.

II. BOTH THE TRIAL COURT AND THE COURT OF APPEALS ERRED IN REFUSING TO APPLY THE ESTABLISHED ADAMS v AUTO CLUB INS ASS'N, 154 MICH APP 186 (1986), BENEFIT CALCULATION METHODOLOGY (NET INCOME/LOSS) FOR COMPUTING THE SELF-EMPLOYED PLAINTIFF'S NO-FAULT WORK LOSS BENEFIT ENTITLEMENT.

With regard to the merits of the work-loss benefits issue, it is undisputed by everyone except the Court of Appeals that Plaintiff is, in effect, a self-employed person. Plaintiff's Brief does not dispute the Auto Club's analysis and citations regarding the self-employment nature of a Sub-chapter S corporation such as Plaintiff's. Therefore, the line of cases specifically dealing with the computation of no-fault work loss benefits for a

self-employed person – Adams v Auto Club Ins Ass'n, 154 Mich App 186 (1986), lv den 428 Mich 869 (1987), and its progeny – was erroneously distinguished and discarded by Plaintiff, the trial court, and the Court of Appeals.

Plaintiff relies exclusively on the fact that he paid himself via W-2 wages rather than by some other method. That is a distinction without a difference. According to his tax returns, Plaintiff was in effect paying himself "wages" (or profits) that were not supported by his business receipts, gross or net. Per Adams, Plaintiff suffered no work loss that was compensable by no-fault benefits.

In support of his no-fault work loss benefit claim, Plaintiff repeatedly makes the simplistic argument that all he is claiming is his lost wages; he is not claiming his business' lost profits; therefore, the Adams method (gross income or profit minus expenses) should not apply. Of course Plaintiff is not claiming lost profits. It is undisputed that there were none. Why would Plaintiff's own structuring of his draw from his business, and his own structuring of his no-fault benefit claim, control in any way the proper determination of what his statutorily-controlled no-fault benefit entitlement is? If Plaintiff is self-employed, the correct benefit calculation method (Adams) is to determine his net income or loss (gross income minus expenses), regardless of how Plaintiff paid himself and regardless of how his pay was funded (e.g., by a loan).

Plaintiff also repeatedly argues that, unlike the Auto Club's position in this matter, his claim of absolute entitlement to his lost wages is completely consistent with the plain

statutory language of MCL 500.3107(1)(b). Plaintiff is wrong. The statute says "work loss" ("loss of income from work"), not "wage loss."

Finally, it should also be emphasized that neither of the amicus briefs filed in express support of Plaintiff's position in this matter have anything whatsoever to say in support of Plaintiff's position on this no-fault work loss benefits issue.

III. WHERE THE RECORD OF THIS CASE AND THE DECISIONS OF BOTH COURTS BELOW DEMONSTRATE THAT THERE WAS AT LEAST A LEGITIMATE LEGAL DISPUTE OVER PLAINTIFF'S ENTITLEMENT TO HIS CLAIMED NO-FAULT WORK LOSS BENEFITS, BOTH THE TRIAL COURT AND THE COURT OF APPEALS CLEARLY ERRED IN ALSO AWARDING PLAINTIFF MCL 500.3148(1) NO-FAULT-PENALTY ATTORNEY FEES.

Plaintiff's Brief responds to Defendant's attorney-fee issue by simply reiterating, without analysis, the trial court and Court of Appeals rationales for awarding and affirming no-fault MCL 500.3148(1) attorney fees to Plaintiff. On the one hand, Plaintiff asks this Court to affirm as correct the Court of Appeals opinion; but, at the same time, Plaintiff disagrees with the Court of Appeals' conclusion that this case involves a no-fault work loss benefits statutory construction issue of first impression that is worthy of a published opinion.

The 2 amicus briefs filed in express support of Plaintiff in this matter offer no analysis of the correctness of the specific attorney-fee award in this case. Plaintiff's amici focus exclusively on the standard of review and the common law presumption of

insurer unreasonableness, seeking to maintain the apparent status quo concerning these legal standards.

With regard to the appellate standard of review, these Plaintiff briefs argue, inexplicably, that the trial court determination of insurer (un)reasonableness is always a determination of a fact issue, subject to review for clear error, even in a case like this one where there is no factual dispute regarding that issue (see, e.g., Plaintiff's Brief, at p. 28).

With regard to the presumption of insurer unreasonableness, these Plaintiff briefs acknowledge that there is no MCL 500.3148(1) statutory presumption, but they argue that it was nonetheless proper for the presumption to be judicially created and read into the statute because of the difficulties a plaintiff would have in going forward with proofs regarding that issue. However, there is no reasonable explanation offered as to why a plaintiff can/must go forward with all claims, except this one, in a no-fault case. It is enigmatically suggested that, although a no-fault plaintiff can freely allege insurer unreasonableness, a plaintiff just doesn't know enough to go forward with support for that allegation.

RELIEF

For all of the foregoing reasons, Defendant-Appellant requests that this Honorable Court grant the relief requested by Defendant in its previously-filed principal Brief on Appeal.

Respectfully submitted,

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Dated: November 28, 2007

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

RANDALL L. ROSS,

Plaintiff,

v

AUTO CLUB GROUP,

Defendant.
_____/

No. 04 1913 CK

Hon. Donald Miller

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ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY DISPOSITION AND TAXING FEES AND COSTS IN ACCORDANCE WITH MCLA §§ 500.3142, 500.3148, 600.6013, and 600.2591

At a session of said Court, held in the City of Mt. Clemens, County of Macomb, State of Michigan on _____

PRESENT: HONORABLE _____
Donald G. Miller
Circuit Court Judge

The Court having read Plaintiff's Motion for Summary Disposition; having read Defendant's Response; having heard argument on the record and being fully advised in the premises

Exh A

hereof;

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff's Motion for Summary Disposition is granted;

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff's Fees and Costs in this matter will be taxed in accordance with MCLA $$ 500.3142, 500.3148, 600.6013, and 600.2591;

1. The Court specifically finds that Plaintiff is awarded wage loss benefits to be paid by Defendant, calculated as follows:

a. Plaintiff is awarded eighty-five percent (85%) of his average weekly wage in this case based upon W-2 earning for the calendar year 2003 in the amount of $12,150 or $233.66 per week. Plaintiff has not worked since December 19, 2003. Calculated up through March 1, 2005, the benefits due and owing plaintiff are $12,371.49. This is a 85% of $14,454.69 which is 62.29 weeks at $233.66 per week.

RTW 10-1-04

b. Plaintiff is awarded twelve-percent (12%) interest on the no-fault benefits, in the amount of $1,239.30.

c. Plaintiff is awarded pre-judgment interest in the amount of $546.80.

d. Plaintiff is awarded costs incurred in this matter in the amount of $335.50.

e. Plaintiff is awarded attorneys fees in the amount of $6,387.50, calculated as follows:

$3,500

i. $5,950.00, for 17 hours by Jules Olsman at the $3,400 $200/hr

rate of $350.

ii. $437.50, for 3.5 hours Donna MacKenzie at the rate of $125. 3550 @100/hr

f. The total amount of the judgment as reflected in this paragraph is $20,880.59.

2. Defendant is to continue to pay wage loss benefits to Plaintiff in the amount of $1,012.50 per month, until Defendant is able to return to work or until December 19, 2006, whichever date comes first.

Donald G. Miller
Circuit Court Judge

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

RANDALL L. ROSS,

Plaintiff,

v

AUTO CLUB GROUP,

Defendant.
_____/

No. 04 1913 CK

Hon. Donald Miller

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ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY DISPOSITION AND TAXING FEES AND COSTS IN ACCORDANCE WITH MCLA §§ 500.3142, 500.3148, 600.6013, and 600.2591

At a session of said Court, held in the City of Mt. Clemens, County of Macomb, State of Michigan on _____

PRESENT: HONORABLE _____
Donald G. Miller
Circuit Court Judge

The Court having read Plaintiff's Motion for Summary Disposition; having read Defendant's Response; having heard argument on the record and being fully advised in the premises

Exh B

hereof;

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff's Motion for Summary Disposition is granted;

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff's Fees and Costs in this matter will be taxed in accordance with MCLA §§ 500.3142, 500.3148, 600.6013, and 600.2591;

1. The Court specifically finds that Plaintiff is awarded wage loss benefits to be paid by Defendant, calculated as follows:

a. Plaintiff is awarded eighty-five percent (85%) of his average weekly wage in this case based upon W-2 earning for the calendar year 2003 in the amount of $12,150 or $233.66 per week. Plaintiff has not worked since December 19, 2003. Calculated up through ~~March 1, 2005,~~ 9.30.04 the benefits due and owing plaintiff are $9,490.04. This is a 85% of $14,454.69 which is 40.58 weeks at $233.66 per week.

b. Plaintiff is awarded twelve-percent (12%) interest on the no-fault benefits, in the amount of $1,143.68.

c. Plaintiff is awarded pre-judgment interest in the amount of $307.79.

d. Plaintiff is awarded costs incurred in this matter in the amount of $335.50.

e. Plaintiff is awarded attorneys fees in the amount of $6,387.50, calculated as follows:

i. $5,950.00, for 17 hours by Jules Olsman at the

rate of $350.

ii. $437.50, for 3.5 hours Donna MacKenzie at the rate of $125.

f. The total amount of the judgment as reflected in this paragraph is $17,664.51.

This judgment is final and disposes of all claims in this case.

Donald G. Miller
Circuit Court Judge

DONALD G. MILLER
CIRCUIT JUDGE

MAR 7 2005

A TRUE COPY
CARMELLA SABAUGH, COUNTY CLERK
BY: Court Clerk

Approved as to form:

for Plaintiff

Approved as to form

23202
Attorney for Defendant ACIA

CourtView 2000

General Inquiry

New Se

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Docket Search

2004-001913-CK ROSS, RANDALL L vs. AUTO CLUB GROUP DGM

Search Criteria

Docket Desc. ALL

Begin Date

End Date

Sort
- ○ Ascending
- ◉ Descending

Search

Search Results 44 Docket(s) found matching search criteria.

Docket Date	Docket Text	Amount Due	Amount Images
05/16/2005	RECEIPT RETURNED FRM COURT OF APPEALS	0.00	0.00
05/02/2005	CERT/MAIL RECEIPT R/F IN FILE	0.00	0.00
05/02/2005	SENT TO COURT OF APPEALS CERT DCKT, ONE VOLUME FILE, REC	0.00	0.00
04/22/2005	STIP & ORDER SGD RE: STAYING PROCEEDINGS INCLUDING ENFORCEMT OF JUDGMENT & WVG APPEAL BOND	0.00	0.00
04/20/2005	TRANSCRIPT OF MTN BFR DGM DTD 10/25/2004 R/F IN FILE	0.00	0.00
04/20/2005	REPORTER/RECORDER'S CERTIFICATE OF ORDER OF TRANSCRIPT ON APPEAL W/ATTACHMENT	0.00	0.00
04/20/2005	NOTICE OF FILING OF TRANSCRIPT AND AFFIDAVIT OF MAILING	0.00	0.00
04/13/2005	CLAIM OF APPEAL FILED $25.00	0.00	0.00

Exh C

#000658

04/01/2005	MOTION HEARING ADJOURNED The following event: HEARING ON MOTION FOR RECONSIDERATION scheduled for 04/04/2005 at 8:30 am has been resulted as follows: Result: MOTION HEARING ADJOURNED TO 4-18	0.00	0.00
03/24/2005	OPINION SIGNED DEF MTN FOR RECONSIDERATN/MTN TO AMEND JUDGMT DENIED	0.00	0.00
03/23/2005	HEARING: MTN FOR RECONSIDERATION SCHEDULED Event: HEARING ON MOTION FOR RECONSIDERATION Date: 04/04/2005 Time: 8:30 am Judge: MILLER, DONALD G Location: COURTROOM D - 3RD FLOOR TUFFLEY	0.00	0.00
03/21/2005	PROOF OF SERVICE	0.00	0.00
03/21/2005	BRIEF IN SUPPORT	0.00	0.00
03/21/2005	MTN FOR RECONSIDERATION AND/OR MOTION FOR AMENDMENT OF JUDGMENT W/EXHIBITS PROOF OF SERVICE	0.00	0.00
03/07/2005	MOTION DISMISSED The following event: HEARING ON MOTION TO ENTER JUDGMENT scheduled for 03/07/2005 at 8:30 am has been resulted as follows: Result: MOTION DISMISSED	0.00	0.00
03/07/2005	ORDER SIGNED: GRTG PLTF MTN FOR SUMY DISPO/JUDGMT FOR PLTF IN TOTAL AMNT OF $17,664.51 (CLOSE CASE)	0.00	0.00
02/28/2005	HEARING: MTN TO ENTER JUDGMENT SCHEDULED Event: HEARING ON MOTION TO ENTER JUDGMENT Date: 03/07/2005 Time: 8:30 am Judge: MILLER, DONALD G Location: COURTROOM D - 3RD FLOOR OLSMAN	0.00	0.00
02/25/2005	PROOF OF SERVICE	0.00	0.00
02/25/2005	MOTION TO ALLOW ENTRY OF JUDGMENT AND TO TAX FEES AND COSTS IN ACCORDANCE WITH MCLA 500.3142, 500.3148, 600.6013 AND 600.2591 W/ATTACHED EXHIBITS	0.00	0.00
02/08/2005	NOTICE FOR NO PROGRESS NOTICE OF INTENT TO DISMISS FOR NO PROGRESS Sent on: 02/08/2005 08:13:06	0.00	0.00

02/07/2005	NOTE TO COURT ADMIN: PLEASE PLACE ON NO PROGRESS DOCKET	0.00	0.00
12/15/2004	JUDGMENT TO ENTER	0.00	0.00
12/15/2004	OPINION SIGNED PLTF MTN FOR SUMY DISPO GRTD IN ENTIRETY, JUDGMT TO ENT, SGD	0.00	0.00
10/25/2004	HELD - TAKEN UNDER ADVISEMENT The following event: HEARING ON MOTION FOR SUMMARY DISPOSITION scheduled for 10/25/2004 at 8:30 am has been resulted as follows: Result: HELD - TAKEN UNDER ADVISEMENT	0.00	0.00
10/20/2004	PROOF OF SERVICE Result Staff: Staff: COURT REPORTER: VIDEO Event Staff: Staff: COURT REPORTER: VIDEO Result Staff: Staff: COURT REPORTER: VIDEO Event Staff: Staff: COURT REPORTER: VIDEO Result Staff: Staff: COURT REPORTER: VIDEO	0.00	0.00
10/20/2004	DOCUMENT FILED: DEFT ANSWR TO PLTF MTN FOR SUMRY DISPO W/EXHIBS	0.00	0.00
10/09/2004	HEARING ON MOTION FOR SUMMARY DISPOSITION SCHEDULED Event: HEARING ON MOTION FOR SUMMARY DISPOSITION Date: 10/25/2004 Time: 8:30 am Judge: MILLER, DONALD G Location: COURTROOM D - 3RD FLOOR Event Staff: Staff: COURT REPORTER: VIDEO	0.00	0.00
09/29/2004	BRIEF IN SUPPORT W/EXHIBITS	0.00	0.00
09/29/2004	PLTFS MOTION FOR SUMMARY DISPOSITION	0.00	0.00
07/13/2004	DISCOVERY AND CASE EVAL ORDER; CASE EVAL AFTER 11/10/04 WITNESS LISTS DUE BY: PLT 8/27/2004, DEF 9/11/2004		0.00
07/13/2004	DISCOVERY AND CASE EVALUATION ORDER		0.00
07/12/2004	O/CONSOLIDATING******SET THIS CASE W/04-1069NI, 04-1112NI, & 04-1913NI FOR DISC ONLY-SGD**********		0.00
07/12/2004	KAREN HESSLER ORD CONSOLIDATING W/04-1112-NI, 04-1069-NI & 04-1544-NI FOR DISCOV		0.00

	ONLY --SGD	
07/12/2004	DONALD G MILLER CLK K WILSON	0.00
07/07/2004	PROOF OF SERVICE	0.00
07/07/2004	JURY DEMAND NOTICE TO PRODUCE	0.00
07/07/2004	AFFIRMATIVE DEFENSES	0.00
07/07/2004	ANSWER (LITIGANT'S PRIMARY ATTORNEY) (AN1. ATTY:TUFFLEY DAVID R.) (FOR DEF:AUTO CLUB GROUP)	0.00
07/07/2004	JURY FEE PAID $ 85.00 #121580	0.00
06/07/2004	SERVICE ON COMPLAINT CERT/AUTO CLUB GROUP/5-21-04 COPY OF CERT CARD ATTACHED	0.00
05/06/2004	DONALD G MILLER 200401112NI 05/06/04 14:19 J BLAZEJEWSK	0.00
05/06/2004	SUMMONS ISSUED	0.00
05/06/2004	COMPLAINT	0.00
05/06/2004	ENTRY FEE PAID $150.00 #117270	0.00